



Date

Name

Address

Dear Sir/Madam,

### **ONE COMMUNITY CONSULTANT / VOLUNTEER ENGAGEMENT LETTER**

On behalf of the Board of Directors of One Community, we are happy to extend this letter confirming the terms of your engagement as a consultant/volunteer of ONE COMMUNITY for good and valuable consideration and clarify the nature of the services you are to provide.

#### **1.0 SCOPE OF THE ENGAGEMENT**

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- 1.1 As a consultant/volunteer with ONE COMMUNITY, and in the course of this engagement, you shall be under the supervision of your Project Team Leader and/or the Executive Director.
- 1.2 During the course of this engagement, every policy decision must only be taken in consultation with your Project Team Leader and/or the Executive Director.
- 1.3 One Community shall at all times, endeavor to facilitate a conducive working environment.

#### **2.0 TASK**

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- 2.1 As a consultant/volunteer you will be volunteering \_\_\_ weekly hours for \_\_\_
  - 2.1.1 ....
  - 2.1.2 ....
  - 2.1.3 Other matters necessarily consequential thereto.

#### **3.0 PERIOD OF ENGAGEMENT**

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- 3.1 Subject to parties' rights of termination, this engagement is intended to run from the date of your engagement until the completion of your given tasks.

## **4.0 TERMINATION**

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- 4.1 At all times, either party shall have the right, with or without cause, to terminate this relationship by giving a written notice to the other party.
- 4.2 PROVIDED that One Community shall not be under any duty whatsoever to recompense you, by whatever means, for anything you contribute to One Community during the course of your participation and/or during the subsistence of this agreement.
- 4.3 You also agree that, in the event of termination, One Community will NOT be under any obligation to remove or delete any part of its Open Source Creations for the reason that they contain images, voice, descriptions or anything whatsoever accredited to your contribution during the course of your participation or during the subsistence of this agreement.

## **5.0 OPEN SOURCE**

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- 5.1 You agree that whatever you contribute to One Community during the course of your participation or during the subsistence of this agreement becomes part and parcel of the Open Source Creations of One Community.
- 5.2 You acknowledge that any work done as part of your contribution to One Community's Open Source Creations is being created by you for use in a compilation and that each form of your contribution is being created by you as a "work made for hire" under the United States Copyright Act and, at all stages of development, your contribution shall be and remain the sole and exclusive property of One Community. At One Community's sole, absolute and unfettered discretion, it may make any changes in, deletions from, or additions to your contribution. If for any reason the results and proceeds of your services hereunder are determined at any time not to be a work made for hire, you agree to transfer ownership of your contribution to One Community or, should that not be possible, you grant a non-exclusive license to One Community to use your contribution on a non-royalty basis.
- 5.3 You warrant that any sounds, music, designs, pictures, or any other media used in your contribution are originally created by you except for portions for which you have obtained or will obtain permission.
- 5.4 As part of One Community's goals it shall grant you a non-exclusive license in all parts of its Open Source Creations notwithstanding any other agreement between One Community and you. This license will be free and permit the use and replication of all of One Community's Open Source Creations.
- 5.5 You agree to indemnify and hold harmless One Community, its licensees, agents, consultants, board of directors, distributors, volunteers, and its successors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, whether or not a breach of these warranties is finally sustained, but only to the extent caused by, arising out of, or relating to your contribution. These warranties and indemnities shall survive the termination of this agreement.

## **6.0 ACCESS TO THE WEBSITE**

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- 6.1 During the subsistence of your engagement, you may be granted the necessary license required to access of one or more of One Community's websites; including log-in rights, solely to aid the smooth execution of your tasks.
- 6.2 PROVIDED ALWAYS AND AGREED THAT this license shall not in any circumstances be taken to engage in other actions contrary to as stated in (2.0) above, or actions that may cause harm to One Community.
- 6.3 In the case of unapproved website or content, you agree to indemnify One Community against damage(s) caused by your acts, or as a result of your breach of the terms of this letter.

## **7.0 DISPUTE RESOLUTION**

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- 7.1 Any dispute arising out of your participation is to be first submitted to Arbitration.
- 7.2 The terms of this letter shall be interpreted and governed by the laws in force in the United States of America. Each party hereby agrees to submit to the jurisdiction of the courts of the USA and to waive any objections based upon venue.
- 7.3 You agree to waive all injunctive relief and to only seek monetary damages up to US \$1,000 (one thousand US dollars) should a dispute arise from your participation with One Community.
- 7.4 You understand as a Consultant/Volunteer that no "partnership" or "joint venture" between you and One Community is or will be created; that no such intent was ever intended or manifested by either party; and that if any such partnership or joint venture has been created it is hereby terminated.

## **8.0 AGREEMENT OF TERMS**

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- 8.1 Once it has been agreed, and during the course of your participation, this letter SHALL be the overriding agreement between you and One Community, have binding effect, and remain effective until it is replaced.
- 8.2 PROVIDED that One Community reserves the right to, from time to time, review and/or replace the terms of this letter as situation(s) may warrant, and communicate same to you for acceptance.
- 8.3 If you find the arrangement acceptable, please sign and return one copy of this letter to us at your earliest convenience.

**Yours faithfully,**

**Executive Director,**

**One Community**

I..... confirm that I have read and understood the contents of this letter and agree that it accurately reflects my fair understanding of the services that I agree to undertake.

Signed.

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Dated this .....day of ..... 20.....